

INTERGOVERNMENTAL RELATIONS COMMITTEE

11-0496

RESOLUTION AUTHORIZING PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT WITH ST. LOUIS COUNTY TO PROVIDE SUPPORTED WORK SERVICES TO MFIP PARTICIPANTS FOR THE PERIOD JULY 1, 2011 THROUGH JUNE 30, 2012 IN AN AMOUNT EXPECTED TO BE \$80,102.40 AND NOT TO EXCEED \$240,307.50

CITY PROPOSAL:

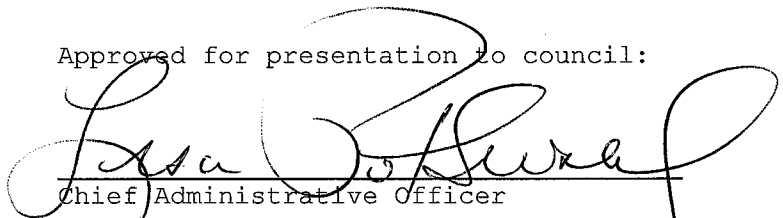
RESOLVED, that proper city officials are hereby authorized to execute and implement a contract, in substantially the form and containing substantially the term of that draft contract on file in the office of the city clerk as Public Document No., _____, with St. Louis county to provide supported work services to Minnesota family investment program (MFIP) participants for the period July 1, 2011 through June 30, 2012 in an amount expected to be \$80,102.40 and not to exceed \$240,307.50. Monies received under this agreement will be deposited in Fund 268 (workforce development, Agency 031 (grants division), Organization 6228 (miscellaneous workforce development grants).

Approved:



Department Director

Approved for presentation to council:




Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

DWD DRH:met 09/21/2011

STATEMENT OF PURPOSE: The Minnesota Legislature authorized the funding of a Supported Work program to provide paid work experience to MFIP participants, with the expectation that such experience will enhance their ability to find and retain employment in the community that is not subsidized by such programs. The

Workforce Development Division provides employment and training services to MFIP participants under a separate contract with St. Louis County. The County wishes to enter into an agreement with Workforce Development to provide Supported Work services to MFIP participants for the period July 1, 2011 through June 30, 2012. The amount of funding is expected to be \$80,102.40; however, the County may revise the amount of funding. In no case will the amount of funding exceed the County's total allocation for Supported Work, \$240,307.50,

GRANT AGREEMENT

THIS AGREEMENT, by and between **ST. LOUIS COUNTY BOARD OF COMMISSIONERS**, 320 West Second Street, Duluth, Minnesota 55802-1495 (hereinafter referred to as "Board"), and the **CITY OF DULUTH**, 332 City Hall, 411 West First Street, Duluth, Minnesota 55802 (hereinafter referred to as "Grantee"/"Provider"), for the period July 1, 2011 through June 30, 2012.

W I T N E S E T H

WHEREAS, the Minnesota State Legislature enacted the Health and Human Services Omnibus bill, Chapter 147 Article 19, "**Supported Work**"; Laws 2009, Chapter 79, Article 13, as amended by Laws 2009, Chapter 173, Article 2, Sec 3, and the Special Session, Chapter 9, Article 10, Sec. 3 subd. 4(a); and

WHEREAS, Minnesota earned additional supported work fund under the American Recovery and Reinvestment Act (ARRA); and

WHEREAS, the State Legislature appropriated funds to counties and tribes for supported work activities for MFIP participants; and

WHEREAS, Board was notified that it was allocated MFIP Supported Work funding; and

WHEREAS, Grantee applied for MFIP Supported Work funding from Board to be used for the purpose of rendering certain specified supported work activities; and

WHEREAS, Grantee represented that it is fully, professionally qualified and duly licensed to render said services within the State of Minnesota; and

WHEREAS, Grantee's application was accepted under the conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties do mutually agree as follows:

1. **ACCEPTANCE OF GRANT**

- a. Funding for Supported Work was allocated to counties with approved plans submitted with an Application for MFIP Supported Work 2011-2012. For State Fiscal Year (SFY) 2012, the Minnesota Department of Human Services (DHS) made a decision to roll all unspent SFY2011 funding into SFY2012 funding and reallocate to all counties and tribes based on their ratio of MFIP adults. The total revised allocation for St. Louis County Public Health and Human Services (PHHS) is \$259,792.00. PHHS plans to use \$19,484.50 of this allocation for St. Louis County administration.

- b. Board agrees to pay and Grantees agree to accept a grant during the period July 1, 2011 through June 30, 2012 totaling an amount not to exceed \$240,307.50, the allocation in Federal and State funds made by Board for this purpose, which shall be the contract maximum for all Grantees taken together, or actual allowable expenditures, whichever is less, subject to the conditions set forth in this Agreement. Expenditures incurred by Grantee in rendering Grant Services shall be in accordance with Grantee's line item budget, attached hereto and incorporated herein by reference as Exhibit B. Board may increase or decrease this budget allocation during the course of the grant period in its sole discretion. However, Grantees' total expenses shall not exceed \$240,307.50.
- c. Grantee agrees that all income earned by Grantee in the provision of services funded entirely, or in part, by this Grant shall be used by Grantee for funding the level and type of services as specified in this Agreement.
- d. Grantee agrees that upon termination of this Agreement, if revenues exceed allowable expenses or budgeted expenses, whichever is less, Grantee shall refund 100% of the excess revenue to Board.
- e. This Agreement is subject to the provisions of the St. Louis County Board Policies and Procedures for Human Service Grants as approved by Board. Said Policies and Procedures are incorporated herein by reference. A copy of said Policies and Procedures is on file with the Director of the St. Louis County Public Health and Human Services Department (PHHS).

2. SERVICES TO BE PROVIDED

Board agrees to pay MFIP Supported Work funding, and Grantee agrees to develop and provide, during the period July 1, 2011 through June 30, 2012, specified services, hereinafter referred to as "Grant Services" and incorporated herein by reference, paid transitional work experience (subsidized wages), and a continuum of employment assistance, including outreach, recruitment, program orientation, testing, assessment, job development, marketing, pre-worksite training, supported work experience, job coaching, post placement follow-up, extensive case management, referral services, transportation relating to these activities, and employment-related expenses (work clothes, etc.).

3. ELIGIBLE POPULATION

The following participants would benefit from working in a supported work environment: MFIP clients (not DWP) who have utilized six (6) weeks of job search without securing employment or an unpaid work experience prior to employment, and who:

- a. Are not in sanction;
- b. Are compliant;
- c. Are hard to employ;
- d. Are successfully volunteering;
- e. Are demonstrating potential for work;
- f. Have lost one or more jobs;
- g. Have no significant work history;

- h. Need subsidized hours to meet Temporary Assistance for Needy Family (TANF) work participation rate;
- i. Need to work up to five hours more per week in order to meet the hourly work requirements and their employer cannot, or will not, offer more hours to them.

4. GRANT SERVICES

Grant services shall be performed by staff who are qualified in accordance with Grantee's job descriptions and listings of professional qualifications contained in Grantee's Grant application.

5. FEDERAL, STATE AND COUNTY EXPECTATIONS

- a. These funds can only be used to reimburse actual costs of providing MFIP Supported Work services to TANF eligible participants. No funds may be advanced prior to services being provided. All Federal TANF funding requirements and restrictions apply. However, services such as employment planning, education or case management provided to participants do not impact the family's 60-month lifetime TANF eligibility, as they are not considered "assistance" for TANF purposes.
- b. At no time shall the amount of the Administrative costs exceed a maximum of \$19,484.50 or 8.1% of the MFIP Supported Work fund for all grant partners combined.
- c. The criteria in Section 7.32 of the DHS-MFIP Employment Services Manual and Minnesota Statutes, Section 256J.72 regarding non-displacement requirements and the limits on length of work, if in public service or community service jobs, are applicable.
- d. Board and Grantee agree that total expenditures under this Agreement may not exceed \$240,307.50. Notwithstanding the foregoing, in the event that the other Providers for the same services do not expend their entire allocation under their respective agreements with Board, Board may, in its sole discretion, increase Grantee's allocation to an amount not to exceed \$240,307.50, when combined with the other Grantee's allotments, which amounts to the total sum in State and Federal funds made to Board for this purpose. Board and Grantee agree that total expenditures under this Agreement may not exceed such increased allocation as provided for above, upon written notification by Board to Grantee.
- e. Expenditures for this project must be reported on DHS Form 2902 (Revised 10-06), attached hereto and incorporated herein by reference as Exhibit D, to assure that reimbursements are made from the correct allocation.

6. PAYMENT PROCEDURES

- a. Expenditures incurred by Grantee in rendering Grant Services shall be in accordance with Grantee's line item Budget, attached hereto and incorporated herein by reference as Exhibit B.

- b. Grantee shall submit to the St. Louis County Public Health and Human Services Department (PHHS) monthly reports identifying the progress on the client-focused goals and outcomes and client costs attributed to client service utilization, as outlined in the Program Overview incorporated as Exhibit A, attached hereto and incorporated herein by reference.
- c. Payment for Grant Services provided shall be according to procedures outlined in Exhibit C, attached hereto and incorporated herein by reference, including:
 - (1) Fiscal Expenditure Reports
 - (2) Program Reports
 - (3) Method of Billing
 - (4) Method of Payment
- d. Board's obligation to reimburse Grantee for costs incurred in providing Grant Services is made subject to audit by Board or its designee. Said audit shall be the final determination of reimbursable costs.
- e. Grantee shall promptly reimburse to Board any payments received in excess of required payments hereunder.
- f. Board shall not be obligated to reimburse, nor shall Grantee claim for, any services furnished nor costs incurred by Grantee that are not specifically provided for hereunder nor requested by Board in writing during the term of this Agreement.
- g. Grantee acknowledges and agrees that the Minnesota Department of Human Services (DHS) shall be the third party beneficiary and, as such, is an affected party under this contract and, as such, may recoup payments made by Board to Grantee in the event of breach of this contract if Board does not recoup the payments.

7. AUDIT AND RECORD DISCLOSURES

- a. Grantee shall keep complete books and records according to generally accepted accounting principles that shall fully document receipt and expenditures of the Grant amount. Grantee agrees that within 180 days of the close of its fiscal year, an independent audit shall be conducted which shall meet the requirements of the Single Audit Act of 1984, P.L. 98-502 and Office of Management and Budget (OMB), Circular No. A-133. Within thirty (30) days after completion of such audit, a copy of the audit report, including the management letter, must be filed with Board. Grantee shall also keep such books and records as are required by Board to fulfill Board's reporting responsibilities to the State of Minnesota and the United States Government.
- b. Grantee shall retain books and records as required by Paragraph 7-a above for a period of six (6) years from the final date of the term of this Agreement. Grantee shall make said books and records available for inspection or audit by Board, or Board's duly authorized designees, the St Louis County Public Health and Human Services Department (PHHS), the Minnesota Department of Human Services (DHS), the Minnesota State Auditor, and the U.S. Department of Health and Human Services, at reasonable hours in order to exercise their

right to audit said books, records, and documents, monitor their services, and to copy pertinent fiscal and program files. Said books and records shall be maintained at the City of Duluth, 332 City Hall, 411 West First Street, Duluth, Minnesota 55802.

- c. The books, records, documents and accounting procedures and practices of Grantee which are relevant to this Agreement are subject to examination and audit by Board and the Minnesota State Auditor for a minimum of six (6) years from the final date of the term of this Agreement.

8. INSPECTION AND EVALUATION

- a. Board may, at any time, evaluate the performance of Grantee in regard to the terms of this Agreement to determine whether such performance merits continuation of this Agreement.
- b. Board, or its duly authorized designee, may conduct periodic site visits to determine compliance with this Agreement and to evaluate the quality of services provided by Grantee pursuant to this Agreement.
- c. Board reserves the right to survey service recipients and other interested persons to determine the level of satisfaction with the Grant services provided pursuant to this Agreement. Grantee agrees to cooperate with Board in conducting any such survey or evaluation.

9. INDEMNITY AND INSURANCE CLAUSE

- a. **INDEMNITY:** Each party to this Agreement agrees that it shall defend, indemnify, and hold harmless the other party, its officers, and employees against any and all liability, loss, costs, damages, and expenses that Board, its officers or employees may hereafter sustain, incur, or be required to pay arising from the Grantee's performance or failure to adequately perform its obligations pursuant to this Agreement.
- b. **INSURANCE:** Grantee hereby represents that it is self-insured with regard to all liability claims and Worker's Compensation issues and, further, that its liability is subject to the provisions of Minnesota Chapter 466.
- c. **NONCOMPLIANCE:** Board reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Grantee.

10. INFORMATION PRIVACY AND SECURITY CLAUSE

- a. Information Covered by this Provision: In carrying out its duties, Grantee shall be handling one or more types of private information, collectively referred to as "protected information," concerning individual Board clients. "Protected information," for purposes of this Agreement, includes any or all of the following:
 - (1) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46),

medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;

- (2) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);
- (3) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
- (4) Protected health information (“PHI”) (as defined in and governed by the Health Insurance Portability Accountability Act [“HIPAA”], 45 CFR § 164.501); and
- (5) Other data subject to applicable State and Federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

b. Duties Relating to Protection of Information:

- (1) Duty to Ensure Proper Handling of Information: Grantee shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of Board. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 7-a (1-5).
- (2) HIPAA Compliance: The parties agree to comply in all respects with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), its implementing regulations (45 C.F.R. Parts 160-64), and all rules, regulations, and controls affected or promulgated pursuant thereto, to ensure the integrity and confidentiality of Protected Health Information. The parties agree that as HIPAA and its rules and interpretations become effective, the parties shall execute amendments hereto, provide written assurances, implement policies and procedures, or take whatever other actions are necessary to comply with HIPAA. Should a party fail or refuse to honor its obligations pursuant to this section, the other party may terminate the Agreement with thirty (30) days written notice.
- (3) Minimum Necessary Access to Information: Grantee shall comply with the “minimum necessary” access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by Grantee shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the Federal government.” See, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.

- (4) Information Requests: Unless provided for otherwise in this Agreement, if Grantee receives a request to release the information referred to in this Clause, Grantee must immediately notify Board. Board shall give Grantee instructions concerning the release of the data to the requesting party before the data is released.
- (5) Questionnaire for Access to SMI/SIR: In the event that Grantee receives a request for access to the Shared Master Index (SMI) or the DHS Systems Information Repository (SIR), Grantee may utilize a questionnaire similar to this Agreement's Exhibit E

c. Grantee's Use of Information:

Grantee shall:

- (1) Not use, or further disclose, protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this Agreement or hereafter.
- (2) Use appropriate safeguards to prevent use, or disclosure of, the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of Board.
- (3) Agree to comply in all respects with the Minnesota Government Data Practices Act (MGDPA), Minnesota Statute Section 13.01-46. Grantee shall further agree to comply with any requests of Board which are necessitated by Board's obligations under said Act. Grantee's Director is responsible for compliance with said Act.
- (4) Report to Board any privacy and security incident of which it becomes aware. For purposes of this Agreement, "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "*Privacy incident*" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- (5) Consistent with this Agreement, ensure that any agents, including contractors and subcontractors, analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

- (6) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

d. Board's Duties:

Board shall:

- (1) Release only information which it is authorized by law or regulation to share with Grantee.
- (2) Ensure that Grantee agrees in writing to be bound by the same restrictions and conditions that apply to the use or disclosure by any party of any private information concerning a client in a violation of any rule of confidentiality or for any purpose not directly connected with the administration of Board's or Grantee's responsibility with respect to this Agreement, as it is prohibited without the written consent of the client or responsible parent or guardian.
- (3) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with Grantee.
- (4) Notify Grantee of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect Grantee's use or disclosure of protected information.
- (5) Not request Grantee to use or disclose protected information in any manner that would not be permitted under law if done by Board.

e. Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Agreement Termination:

Upon completion, expiration, or termination of Agreement, Grantee shall return or destroy all protected information received from Board or created or received by Grantee for purposes associated with this Agreement. Grantee shall retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if Grantee is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, Grantee shall extend the protection of the Information Privacy and Security Clause of this Agreement to the protected information not returned or destroyed, and refrain from further use or disclosure of such information for as long as Grantee retains the protected information.

f. Sanctions:

In addition to acknowledging and accepting the terms set forth in this Agreement relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in

investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

g. Additional Business Associate Duties:

To the extent Grantee handles protected health information in order to provide health care-related administrative services on behalf of Board and is a "Business Associate" of Board, as that term is defined in HIPAA, Grantee shall also:

- (1) Make available protected health information in accordance with 45 CFR §164.524.
- (2) Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526.
- (3) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of protected health information available to the other Party and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
- (4) Comply with any and all other applicable provisions of the HIPAA Privacy Rule and Security Standards, including future amendments thereto.
- (5) Document such disclosures of protected health information and information related to such disclosures as would be required for Board to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (6) Provide to Board information required to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528.

11. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE

- a. Grantee shall comply with the Civil Rights Act of 1964, Executive Order No. 11246, the Minnesota Human Rights Act, and all applicable Federal and State laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. Grantee shall not discriminate in employment, facilities, or in the rendering of grant services hereunder on the basis of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin.
- b. Grantee shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), all requirements imposed by applicable federal regulations (45 CFR Part 84), and all guidelines and interpretations issued pursuant thereto.

12. INDEPENDENT CONTRACTOR

Grantee is an independent contractor and not an employee or agent of Board. No statement contained in this Agreement shall be construed so as to find Grantee to be an employee or agent of Board. Grantee, its officers, employees and agents shall be entitled to none of the rights, privileges or benefits of Board employees. Nothing contained herein is intended nor shall be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting Grantee, its officers, employees or agents, as the agent, representative or employee of Board for any purpose or in any manner, whatsoever.

13. SUBCONTRACTING AND ASSIGNMENT

- a. Grantee shall not subcontract for the performance of any of Grantee's obligations under this Agreement without the prior written consent of Board, nor shall this Agreement be assigned without the prior written consent of Board. All subcontracts or assignments shall be subject to the legal, fiscal and programmatic requirements of this Agreement. Grantee shall continue to be responsible for the performance of the obligations of this Agreement despite any subcontract or assignment.
- b. Grantee shall provide all services required hereunder by and through its own employees. Grantee shall not provide any services hereunder by means of subcontracts with individuals or entities not regularly employed by Grantee without the prior written consent of Board.

14. CANCELLATION, DEFAULT AND REMEDY

- a. This Agreement shall continue in effect until June 30, 2012, or until terminated by either party, with thirty (30) days advance, written notice delivered to the other party, served on the Supervisor for Contract Services, Room 411, St. Louis County Public Health and Human Services Department, Government Service Center, 320 West Second Street, Duluth, Minnesota 55802-1495, on behalf of Board and on the Workforce Development Manager, City of Duluth Workforce Development, 332 City Hall, 411 West First Street, Duluth, Minnesota 55802 on behalf of Grantee.
- b. In the event of default by either party, the non-defaulting party may cancel this Agreement immediately by sending written notice of cancellation to the defaulting party at its principal business address, notwithstanding the provisions of Paragraph 14-a above. The failure of the defaulting party, including the failure of any employee of the defaulting party, to abide by any of the terms, conditions or requirements expressed in this Agreement shall constitute a default if not corrected within thirty (30) days of receipt of written notice of deficiency from Board.
- c. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of Board upon resolution of Board.

- d. It is understood and agreed that in the event that funding resources utilized by Board for this Grant are reduced or eliminated, upon notice of same to Grantee, the obligations of each party hereunder may be modified or terminated.

15. SINGLE INSTRUMENT, MODIFICATION, LEGALITY

- a. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements, negotiations, or understandings between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between Grantee and Board relating to the subject matter hereof.
- b. Any alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when reduced to writing, duly executed by authorized representatives of the parties, and attached to the original of this Agreement.
- c. The provisions of this Agreement are severable. If a Court of Law holds any paragraph, section, subdivision, sentence, clause or phrase of this Agreement to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, the parties shall immediately meet to negotiate a revised Agreement that does not violate the above-referenced ruling.

16. FAIR HEARING, APPEAL

Grantee shall maintain a fair hearing grievance procedure that shall insure prompt response to client concerns and shall include right of appeal by the client to Board. The decision of Board in any grievance appeal or the decision of the Commissioner of the Minnesota Department of Human Services (DHS), in the event that Board's decision is appealed, shall be binding on Grantee.

17. PUBLIC INFORMATION

Grantee agrees to identify Board as a funding source in any reports, news releases, public service announcements, or publications regarding Grantee programs funded by Board.

18. COMPLIANCE WITH INJURY PROTECTION PROGRAM (IPP) REQUIREMENTS:

The contracted agency agrees to comply with Minnesota Statutes 2003, 256J.68 injury protection for work experience participants. The contracted agency shall perform all tasks necessary to implement Injury Protection Program (IPP) activities that relate to work site injury and subsequent referral of an injured participant to a medical provider for treatment of a possible work related injury or condition. The contracted agency shall also conduct activities necessary to properly process and submit an IPP claim. All IPP claims, medical provider bills, required forms and supporting documentation shall be forwarded to the County agency. Prior to assigning a participant to an unpaid work experience work site, the contracted agency shall ensure that: the program participant shall receive appropriate safety training and information required for this

position and; the work site is in compliance with Occupational Safety and Health Administration (OSHA) and the Minnesota Department of Labor and Industry Safety Standards.

19. LIMITED ENGLISH PROFICIENCY CONTRACT LANGUAGE CLAUSE

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, provides that no person shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Section 602 authorizes and directs federal agencies that are empowered to extend federal financial assistance to any program or activity "to effectuate the provisions of section 601 by issuing rules, regulations, or orders of general applicability. Accordingly, Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP") was issued. 65 FR 50121 (August 16, 2000). Under the order, every federal agency that provides financial assistance to non-federal entities must publish guidance on how their recipients can provide meaningful access to LEP persons and thus comply with Title VI regulations forbidding funding recipients from restricting an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program as respects individuals of a particular race, color, or national origin.

Based on the above obligations, all vendors and contractors with service agreements with St. Louis County Public Health & Human Services (St. Louis County) must develop methods of delivering services to persons with LEP as well as train staff who work directly with persons with LEP.

IN WITNESS WHEREOF, Board and Grantee agree that this contract is effective from July 1, 2011 through June 30, 2012.

CITY OF DULUTH
GRANTEE

Don Ness, Mayor

Date: _____

Jeffrey Cox, City Clerk

Date: _____

Wayne Parson, City Auditor

Date: _____

Don Hoag, Workforce Development Manager

Date: _____

Approved as to form:

Gunnar Johnson, City Attorney

Date: _____

Federal Tax ID #41-6005105

ST. LOUIS COUNTY BOARD
OF COMMISSIONERS

Ann M. Busche, Director
Public Health and Human Services

Date: _____

Approved as to form and execution:

Patricia I. Shaffer
Assistant County Attorney

Date: _____

PROGRAM DESCRIPTION
BY THE CITY OF DULUTH - DULUTH WORKFORCE DEVELOPMENT

MFIP SUPPORTED WORK EXPERIENCE PROGRAM
JULY 1, 2011 THROUGH JUNE 30, 2012

This program is designed to benefit MFIP clients who have used all their weeks of job search and have not secured employment. These clients have little or no work history or have significant breaks in their work history. They are not in sanction and need to work in a subsidized employment setting in order to meet the hourly work requirements of MFIP. The program is designed to include outreach and recruitment, orientation and intake, testing and assessment, job development and marketing, pre-worksite training, supported work experience, job-coaching, individualized supervision, interpreter services, post placement follow-up, case management, referral services, and paid transitional work experience.

MFIP SUPPORTED WORK ALLOCATION 2011-2012
(Base and Supplemental Allocation)

By Duluth Workforce Development

<u>Cost Area</u>	
Salaries/Wages	\$30,000.00
Employee Benefit	14,700.00
Client/resident related	28,907.60
Administrative	<u>6,494.80</u>
Total	\$80,102.40

REPORTING REQUIREMENTS

A. Fiscal Expenditure Reports

1. Grantee shall submit signed expenditure reports monthly substantiating the expenditures of MFIP Support Services funds in accordance with the Grant Agreement.
2. Grantee shall submit Form DHS-2902 (Revised 10-06), attached, to substantiate the expenditures of the MFIP Consolidated Fund Support Services.
3. Changes in line item categories in excess of ten (10) percent shall be reviewed to assure that the intent of service delivery was maintained in accordance with the Grant Agreement.
4. All changes from the operational categories to the non-operational category require prior approval by the St. Louis County Public Health and Human Services Department (PHHS).
5. Grantee agrees to maintain any additional statistical reports and to provide such reports to Board or its representatives as requested.
6. Grantee shall have an independent audit completed that complies with the requirements of a subgrantee under OMB Circular A-133 by an independent entity qualified to perform such audits. The audit report, including the management letter, shall be forwarded to Board within thirty (30) days following its completion.

B. Program Reports

1. Grantee shall submit monthly program/statistical reports to the St. Louis County Public Health and Human Services Department (PHHS) no later than the 10th day of the month.
2. Grantee agrees to cooperate with Board in the implementation of quantitative and qualitative evaluation of Grant Services.

C. Method of Billing

The signed invoice, expenditure, and program/statistical reports shall serve as the Grantee's billing.

D. Method of Payment

1. No advance shall be made from MFIP Support Services funds.
2. Payments shall be made monthly after the contract is fully executed.
3. Payments may be withheld pending receipt of required monthly reporting.

MFIP-CONSOLIDATED FUND SUPPORT SERVICESREPORTING FORM FOR MFIP-SUPPORTED SERVICES AND OTHER PROGRAMS SPECIFIED BY DHS
SUBMIT A SEPARATE REPORT FORM FOR EACH PROGRAMDHS-2902 (REVISED 10-04)
DHS FINANCIAL MANAGEMENT**SUPPORTED WORK PROJECT - SFY 2012**

County # and name or tribal/provider name

Program name

Reporting Period
From (mm/dd/yy) - To (mm/dd/yy)

<u>EXPENDITURE CATEGORY</u>	<u>ASSISTANCE</u>	<u>NON-ASSISTANCE</u>	<u>TOTAL</u>
(A1) Direct Program	N/A		
(A2) Income Maintenance Direct Administration ²	N/A	N/A	
(B1) County/Tribal Administration ¹	N/A		
(B2) Private Provider Administration ¹	N/A		
(B3) Income Maintenance Admin Overhead ^{1,2}	N/A		
(C) Client Education	N/A		
(D) Transportation	N/A		
(E) Employment Related	N/A		
(F) Housing	N/A	N/A	
(G) Child Care	N/A	N/A	
Other (categorize)			
Participant Wages Paid	N/A		
(H) Subtotal of Other			
TOTAL			

Prepared by:	Phone Number	Director's Signature and Date
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Note 1 The total of Lines line B1, B2 and B3 are limited to 7.5% of allocation for county and private provider
admin and 15% for tribal admin.

Note 2 Income Maintenance cost reported on DHS-2550 page 6 under MFIP Consolidated Fund with prior DHS approval

EXHIBIT D

QUESTIONNAIRE FOR ACCESS TO SMI AND SIR

1. Full Name:
2. Position
3. Supervisor's Name
4. Work Location (building)
5. ISP Associated with (agency name)
6. County Associated with
7. Do you have access to Mnet?
8. Do you have an X1 ID? (If so and known, please list)
9. Can you bill MMIS?